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INFORMATION FOR BID No. OPS21-COM01

TO PROVIDE SERVICE AND MAINTENANCE FOR THE COMMUNICATIONS SYSTEMS FOR THE KAHO'OLAWE ISLAND RESERVE COMMISSION

BACKGROUND

Hawai'i State Law established the Kaho'olawe Island Reserve (Reserve) and the Kaho'olawe Island Reserve Commission (KIRC). The KIRC manages the environmental restoration and preservation of its natural, cultural, and marine resources, and determines the appropriate uses of the island of Kaho'olawe and its marine waters two miles seaward from the shoreline.

Pursuant to Chapter 6K of the Hawai'i Revised Statutes (HRS), the Reserve is to be used solely and exclusively for the preservation and practice of all rights customarily and traditionally exercised by native Hawaiians for cultural, spiritual, and subsistence purposes; preservation and protection of its archaeological, historical, and environmental resources; and rehabilitation, revegetation, habitat restoration and preservation, education, and fishing. Commercial uses are strictly prohibited.

Title X of the Defense Appropriations Act of 1994 (Title X) returned Kaho'olawe to the State of Hawai'i and required the U.S. Navy to complete a program of unexploded ordnance (UXO) removal and environmental remediation within ten years. Under the authority of Title X, the Navy and the State executed a Memorandum of Understanding (MOU) signed May 7, 1994, designating the KIRC as the representative of the State of Hawai'i in all agreements, plans, and protocols. On November 11, 2003, ten years after the enactment of Title X, the U.S. Navy completed its UXO removal activities in the Reserve and transferred the control of access to the KIRC.

Kaho'olawe Island is located 151.3 km (94 miles) southeast of Oahu and 9.7 km (6 miles) southwest of Maui and has an area of approximately 28,800 acres. It is 17.7 km (11 miles) long, 11.3 km (7 miles) wide and has a peak elevation of 450 m (1,477 feet). The Kaho'olawe Island Reserve includes the island and waters extending seaward 3.2 km (2 miles) from the shoreline.

The island is remote and uninhabited, without permanent facilities or utilities, and includes only limited dirt roads and foot trails. A "base camp" is located at Honokanai'a, on Kaho'olawe's southwest coast; it includes basic structures for sleeping quarters, storage, workshops, offices, galley and mess deck. Telephone, internet and radio communications are provided by microwave and radio links; television is provided by satellite dish.

PURPOSE AND OBJECTIVE.

The purpose of this Information for Bid (IFB) is to solicit bids from qualified communications professionals to provide service and maintenance for the communications systems on Kahoʻolawe.

SCOPE OF WORK

<u>Telephone/Internet</u>. The base camp currently has two Voice Over Internet Protocol (VOIP) phone lines and several WIFI access points. These services are via Trango Systems 6Ghz Giga Plus space diversity microwave radio system. The lines within base camp, and the lines that run between base camp and the communication tower (situated approximately 0.5 miles from base camp) are fiber optic.

<u>Radio</u>. KIRC presently utilizes approximately 30 Kenwood NX3320 NXDN UHF digital portable handheld radios with license keys for each to provide immediate voice communication to, from and within Kaho'olawe. There are three digital base station. The first is in the KIRC office in Wailuku, the second is located at the base camp and the third is on the KIRC's landing craft, 'Ōhua. Virtually unbroken radio communications coverage throughout all Kaho'olawe is provided with the base stations, radio repeaters and links situated at the communication tower, and radio repeaters on Lana'i and Haleakala.

<u>Photovoltaic Security System:</u> The base camp currently has a photovoltaic security system with live streaming capability over the internet from Kaho'olawe to Maui. The system consists of a complete camera system to monitor 3 fixed positions plus one PTZ (pan, tilt, zoom), a 780-watt solar array, 1400-watt inverter, 60A charge controller and a 210A battery bank. The solar array consists of 6 solar panels that are mounted on the rooftop of the base camp office building with the other components housed within the same building.

<u>Communication Tower</u>. The communications tower is located approximately 0.5 miles northwest of base camp. It is a concrete "pillbox" bunker housing banks of batteries, as its communications systems are powered by solar panels and small wind turbines. Back-up power is provided by a gasoline generator. A 12V system consisting of ten – 6 volt flooded lead acid batteries power the pre-amp for (2) NXR-5800 Digital Repeaters. A 48V system consisting of eight - 12-volt sealed lead acid batteries power the distribution box for the multiplexer and the microwave link. The communications tower receives and transmits telecommunications to and from Kaho'olawe via microwave link. From the communications tower to base camp, communications are transmitted by fiber optic lines.

<u>Satellite Television</u>. Television is provided by Dish Network Programming (Business Ultimate Plan Plus) via (2) Dish Network Satellite receivers at Base Camp.

<u>Contractor Responsibilities</u>. Due to Kaho'olawe's remoteness and the still-present dangers of UXO, communications to and from the island must remain unbroken at all times. The Contractor shall provide all labor, tools, equipment and material to operate, maintain and repair all existing communications systems and radio hardware. This includes, but is not limited to, the photovoltaic security system, telephone, Internet and satellite television service; telecommunications transmission lines (telephone, facsimile, Internet); antennas and dishes; microwave radio communication equipment; solar panels and battery equipment; hand-held radios; radio batteries and base stations; and

radio repeater site rental. Regular and preventive maintenance of batteries is critical. The Contractor shall obtain all required operating permits, and all communications systems shall comply with HERO safety guidelines. It is suggested that quotes be formatted in a line-item fashion.

The Contractor shall not be responsible for the repair, maintenance or replacement of telephones, cellular phones, facsimile machines, or computer equipment (CPUs, monitors, printers).

On-island personnel employed or contracted by KIRC provide regular maintenance of all base camp facilities and shall maintain the back-up generator and the batteries in the Communications Tower and the Communications Bunker at LZ Seagull. These personnel also can assist with troubleshooting and emergency repairs, though such responsibilities shall rest with the Contractor.

In addition to the above specifications, the Contractor shall provide any other standard services not listed herein but deemed necessary for the proper and continuous operation of Kaho'olawe's communications systems, including, but not limited to, routine preventive maintenance/inspection calls at least semi-annually.

<u>Transportation</u>. When the Contractor needs to access Kaho'olawe for the performance of services under the Contract, KIRC shall promptly facilitate such access. Transportation to and from Kaho'olawe shall be provided at KIRC's expense and will be via the KIRC boat, 'Ōhua.

Manufacturer(s), Brand Name(s) and Provider(s)

Offeror shall provide the manufacturer(s), brand name(s) and/or provider of the services being offered, where applicable, particularly if the offeror proposes such services through a subcontractor or through a different provider than is currently utilized.

Terms and Acronyms Used Herein

Procurement Officer = The contracting officer for the Kaho'olawe Island Reserve

Commission; for this IFB, Mr. Michael K. Naho'opi'i

SPO = State Procurement Office (State of Hawai'i).

KIRC = Kaho'olawe Island Reserve Commission, 811 Kolu Street, Suite

201, Wailuku, HI 96793.

State = All agencies, including schools, participating in this agreement.

Bidder or Offeror = Any individual, partnership, firm, corporation, joint venture, or other

entity submitting directly or through a duly authorized representative or agent, a bid for the good, service, or construction

contemplated.

HRS = Hawai'i Revised Statutes HAR = Hawai'i Administrative Rules

GTC = General Conditions, State of Hawai'i form AG-008, dated

November 15, 2005

IFB = Information for bid GET = General Excise Tax

State's Commitment

In return for quotes submitted, the Kaho'olawe Island Reserve Commission will enter into a contract for the service and maintenance of communications systems, as specified herein, with the successful low responsible bidder.

Term of Contract

The successful low bidder shall enter into a contract as specified in the Notice to Proceed.

The initial contract term is anticipated to be twelve (12) months.

The contract(s) may be extended by mutual agreement for up to three (3) additional time periods of up to twelve (12) months each, provided that the contract price(s) for the extended period conforms to Price Adjustment provisions herein.

Contract Administrator

For purposes of this contract, Mr. Michael K. Naho`opi`i is designated Contract Administrator. Mr. Naho`opi`i may be reached by telephone at 808-243-5030, facsimile at 808-243-5885 or email at mnahoopii@kirc.hawaii.gov.

Bidder Qualification

Any bidder shall be a licensed communications service provider (licensed in the State in which the primary place of business is located).

Responsibility of Bidders

Bidder is advised that if awarded a contract under this solicitation, bidder shall, upon award of the contract, furnish proof of compliance with the requirements of §3-122-112, HAR by registering with Hawaii Compliance Express, and:

- 1. Comprehensive general liability insurance policy(ies) certificate(s); and
- 2. One of the following:
 - a. Be registered and incorporated or organized under the laws of the State (hereinafter referred to as a "Hawai'i business"); or
 - b. Be registered to do business in the State (hereinafter referred to as a "compliant non-Hawai'i business").

Bidder's Authority to Sell

KIRC will not participate in determinations regarding a bidder's authority to sell a product or offer a service. If there is question or doubt regarding a bidder's right or ability to provide a product or service, the bidder should resolve that question prior to submitting a bid. If a bidder offers a product or service that meets specifications and is acceptable, and the price submitted is the lowest responsible bid, the contract will be awarded to that bidder.

If after award, it is revealed that the Contractor is not a licensed provider or cannot, for any reason, provide the product or service under contract, then the provisions of Paragraph 13, "Termination for Default" (pages 5-6), of the GTC shall apply.

Bid Preparation

<u>Offer Form, Page OF-10</u>. Bidder is requested to submit its offer using bidder's exact legal name as registered with the Department of Commerce and Consumer Affairs, if applicable, and to indicate the exact legal name in the appropriate space on the **Offer Form, Page OF-10**. Failure to do so may delay proper execution of the contract.

The authorized signature on Page OF-9 of the Offer Form shall be an original signature in ink. If unsigned or the affixed signature is a facsimile or a photocopy, the offer shall be automatically rejected unless accompanied by other material, containing an original signature, indicating the bidder's intent to be bound.

<u>Hawai'i Business.</u> A business entity referred to as a "Hawai'i business", is registered and incorporated or organized under the laws of the State of Hawai'i.

<u>Compliant Non-Hawai'i Business.</u> A business entity referred to as a "compliant non-Hawai'i business," is not incorporated or organized under the laws of the State of Hawai'i but is registered to do business in the State.

<u>Tax Liability</u>. Work to be performed under this solicitation is a business activity taxable under Chapter 237, HRS, and if applicable, taxable under Chapter 238, HRS. Bidders are advised that they are liable for the Hawaii GET at the current 4% rate and the applicable use tax at the current 1/2% rate. If, however, a bidder is a person exempt by the HRS from paying the GET and therefore not liable for the taxes on this solicitation, bidder shall state its tax exempt status and cite the HRS chapter or section allowing the exemption (see page OF-11).

<u>Taxpayer Preference</u>. For evaluation purposes, pursuant to §103D-1008, HRS, the bidder's tax-exempt price offer submitted in response to an IFB shall be increased by the applicable retail rate of <u>general</u> excise tax and the applicable use tax. Under no circumstance shall the dollar amount of the award include the aforementioned adjustment (see page OF-11).

<u>Bid Price</u>. Prices shall not include any shipping or delivery charges. Prices shall include all other costs incurred in the performance of the contract except the Hawai'i GET.

Bid Format

MONTHLY SERVICES

To be billed every month

Microwave system maintenance (Kaho'olawe to Lana`i)
Site rent, Manele sewer plant site
Internet provisioning for VOIP and photovoltaic security system
Radio maintenance, system support
Repeater/link maintenance (bunker, Haleakala)
Dish Network programming (Business Ultimate Plan Plus)
Total Monthly Services
Hawai`i General Excise Tax
Total Monthly Payment Schedule

CONTINGENCY SERVICES

To be billed only if/when service is needed/provided

Radio parts, portable and mobile Microwave radio board repair Miscellaneous infrastructure battery replacement Photovoltaic Security System parts and repair

The amount of GET shall be added to the invoice as a separate line item and shall not exceed the current rate. The prices quoted shall be the all-inclusive cost to KIRC and no other charges will be honored.

<u>Manufacturer/Brand/Provider Name</u>. The manufacturer/brand/provider name of components and services offered shall meet the minimum specifications specified herein.

Bidder shall identify the exact manufacturer, brand or provider name(s) of the listed components or services to be covered by the contract, including services to be performed by a subcontractor(s). Failure to do so may be sufficient grounds for rejection of bid. If any of the called for product or provider information is missing from the bidder's offer, KIRC will not be able to determine from the information given whether the product is acceptable.

<u>Brochures and/or Specifications Literature</u>. The burden of proof as to the quality and suitability of the product(s) and service(s) offered to the specifications stated herein is on the bidder. Accordingly, bidder shall submit brochures and/or specifications literature verifying that the products and services offered conform to the specifications. If and when requested, bidder shall at his own expense, within three (3) working days from date of KIRC's request, furnish any additional information necessary or relating to the products being considered for award. KIRC will be the sole judge as to the comparative quality and suitability of all submitted bid packages, and its decision will be final.